

City Council Meeting Packet



September 4, 2018

AGENDA

Norton City Council

September 4, 2018

6:00 P.M.

1. Roll Call
2. Invocation – Rev. Gary Hill
3. Pledge of Allegiance
4. Approval of Minutes
 1. Meeting of August 21, 2018
5. Audience for Visitors
6. Special Presentations
7. New Business
 - A. Introduction of AmeriCorps Team River 3 Members Who Will Be Developing Trails in the Flag Rock Recreation Area.
 - B. Update on the 2018 Woodbooger Geo Trail Planned for Saturday, September 8th.
 - C. Request by JGreat Entertainment to Use the City of Norton's "Woodbooger" Service Mark for the Purpose of Creating a Children's Book Series.
 - D. Disposition of Surplus Property: Norton Fire Department's Self Contained Breathing Apparatus (SCBA).

- E. Consideration of a Modification to the Pump and Haul Sewer Facilities Policy.
 - F. Consideration of a Lease with the Norton City School Board for a Parcel Used by J. I. Burton High School.
 - G. Proclamation Declaring Friday, September 14, 2018 as International Walk to School in the City of Norton.
 - H. Discussion about the September 18th City Council Meeting.
 - I. Confirmation of a Check/Transfer in Excess of \$100,000.
- 8. Comments by the City Manager, City Attorney, and City Council.
 - 9. Adjournment.

The regularly scheduled meeting of the Norton City Council was held Tuesday, August 21, 2018, at 6:00 p.m., in the Municipal Council Chambers with Mayor William Mays presiding.

Present: Mark Caruso, Robert Fultz, Jr., William Mays, Joseph Fawbush, and Delores Belcher

Also Present: Fred L. Ramey, Jr., City Manager, and Bill Bradshaw, City Attorney

The invocation was given by Pastor Ken Taylor and was followed by the Pledge of Allegiance led by Police Chief James Lane.

Upon a motion by Councilwoman Belcher, seconded by Councilman Caruso, and passed by the following vote: YES – Caruso, Fultz, Mays, Fawbush, Belcher, NO – None, ABSENT – None, council moved to adopt the minutes of the August 7, 2018, meeting as presented.

There was no response to the Mayor's Call for Visitors.

Mr. Ramey said at the last council meeting, city administration presented a presentation on the School Resource Officer (SRO) Incentive Grant Program which is being funded through the Virginia Department of Criminal Justice Services. He said he was informed by Superintendent Gina Wohlford, who was in attendance, that the school board approved the city's application to apply for the grant at the August 13, 2018, board meeting.

Superintendent Wohlford added that the school board is aware that the grant is for one year and that the SRO may have to be pulled from NEMS at times for police department matters. Dr. Wohlford informed council that the school board understands that the grant is not sustainable past one year unless the school system finds other funding opportunities.

Police Chief James Lane presented a PowerPoint presentation on the (SRO) Incentive Grant Program providing the city's obligations, the benefits of having an SRO in NEMS, and concerns about not having an SRO at the school. He said after a thorough evaluation he concluded that the police department can provide an SRO at NEMS but manpower is a concern.

Councilman Caruso thanked Chief Lane for his analysis and Mayor Mays thanked Chief Lane for the presentation.

After Chief Lane answered a few questions from council, and upon a motion by Councilwoman Belcher, seconded by Councilman Caruso, and passed by unanimous vote, council authorized city administration to apply for the School Resource Officer (SRO) Incentive Grant Program that is being funded through the Virginia Department of Criminal Justice Services to provide an SRO at NEMS for one year.

Council was given an update on the Proposed Façade Improvement Program by the city manager. Mr. Ramey said the purpose of the façade program is to improve blighted storefront properties and to invest in the downtown business district. He presented a PowerPoint presentation that showed earlier façade improvement programs that were very successful in changing the look of downtown and incentivizing economic development.

Mr. Ramey said the current revitalization project includes the 800-block downtown and one block back from Park Avenue. He asked council to authorize the façade program and recommended \$45,000 be set aside for matching funds for at least six façade improvements.

Upon on a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by the following roll call vote: YES – Fultz, Mays, Fawbush, Belcher, NO – None, ABSENT – None, ABSTAIN – Caruso, council moved to fund \$45,000 from unappropriated reserves for the Downtown Storefront Improvement Program, approve a budget amendment for the same, and authorized the city manager to execute contracts with property owners investing in the Downtown Façade Improvement Program.

Next, an update on the initial funding offer from the Office of Drinking Water for Phase II of the Clear Creek and Josephine Waterline Replacement Projects were presented by the city manager.

The city manager stated the city's application for water construction funds through the Virginia Department of Health (VDH) Office of Drinking Water was approved with qualifying factors. He said the funding package basically requires the city to be under contract in 12 months to receive 100 percent grant funding or the city would have to obtain a loan for Phase II of the waterline replacement projects. Mr. Ramey said city administration's goal is to have the projects under contract in 12 months to receive full grant funding. He said he must respond to VDH in writing and inform the Office of Drinking Water which option council will commit to for the water construction funds.

Council was of consensus to be under contract in 12 months to qualify for 100 percent grant funding for Phase II of the Clear Creek and Josephine Waterline Replacement Projects.

In council's packets for their consideration was the city's ordinance that established a Pump and Haul Sewer Resolution.

Mr. Ramey presented a brief PowerPoint presentation that explained the reason the Pump and Haul Sewer Resolution was established in 2013, he said the city's ordinance requires a \$5,000 cash bond or a bank letter of credit to ensure the city is protected should a business stop using the pump and haul service, close, or abandon the location. Mr. Ramey said he was contacted by a representative of Cat Coal Mining Company and he asked if he could deposit \$5,000 with the city instead of doing a cash bond. He said city administration determined the request was reasonable since the city already requires meter deposits for water accounts and these funds could be deposited into the same city account. Mr. Ramey said, if council agrees, Mr. Bradshaw will prepare a draft ordinance amending Chapter 17, Section 7 of the City Code to allow the \$5,000 deposit into the city's Water Liability Account and the item will be placed on council's agenda for September 4th for council's consideration and to authorize a public hearing on the proposed amendment.

Mr. Bradshaw added the request is reasonable and a deposit with the city would be significantly easier to deal with as opposed to surety bond or cash bond should the business default on the permit. For full disclosure, Mr. Bradshaw informed council he has previously represented the permittee in legal matters.

Council was of consensus to amend Chapter 17, Section 7 of the City Code to allow the \$5,000 deposit into the city's Water Deposit Account in lieu of a surety bond or cash bond.

Council had been presented with A Resolution to the Virginia General Assembly to Request a Plan and Adequate Funding for an Alternative Transportation System for Individuals Involved in the Civil Commitment Process and to Grant an Exemption for the Southwest Virginia Mental Health Institute from the “Place of Last Resort” Requirement Under the Current Law.

The city manager said this issue has been a concern for the police department and the Norton City Sheriff’s Department for years. He said the Town of Marion wrote a letter asking all localities in the Southwest Virginia Planning Districts to consider passing a similar resolution.

Police Chief Lane provided council with a broad overview of the Civil Commitment Process, via a PowerPoint presentation, stating that persons taken into custody may be detained for up to eight hours for evaluation before being transported to a hospital for additional evaluation. He said an officer has to sit with the individual during the entire evaluation process and pointed out that two officers are required for a transport.

Sheriff Carlos Noaks shared his department’s experience with the Civil Commitment Process and stated improvement in the region is needed for persons and their families that have to undergo this process.

After brief discussion and upon motion by Councilman Fawbush, seconded by Councilman Fultz, and passed by unanimous vote, council moved to adopt A Resolution to the Virginia General Assembly to Request a Plan and Adequate Funding for an Alternative Transportation System for Individuals Involved in the Civil Commitment Process and to Grant an Exemption for the Southwest Virginia Mental Health Institute from the “Place of Last Resort” Requirement Under the Current Law. (Insert)

Council had one transfer to confirm. The transfer was to Norton City Schools, dated July 2, 2018, in the amount of \$682,350 to cover the General Obligation School Bond, Series 2012 payment.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous roll call vote, council moved to confirm the transfer to Norton City Schools as stated above.

Upon a motion by Councilman Caruso, seconded by Councilman Fultz, and passed by unanimous roll call vote, council moved to go into executive session to discuss personnel as per Section 2.2-3711 (A) (1) of the Code of Virginia, as amended.

Mayor Mays declared council in executive session.

Upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by unanimous vote, council moved to go back into open meeting.

Mayor Mays declared council back in open meeting.

The clerk polled each member of council as to the Certification of Closed Meeting with each answering yes. The clerk then read a Resolution of the Certification of Closed Meeting.

Upon a motion by Councilman Caruso, seconded by Councilwoman Belcher, and passed by unanimous vote, council moved to adopt A Resolution of the Certification of Closed Meeting. (Insert)

Mayor Mays opened the floor for nominations to the Norton Social Services Advisory Board to fill the unexpired term of Dorie Stidham whose term expires August 5, 2020.

Councilman Fultz nominated Vicki Stidham to be appointed to fill the unexpired term.

Upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by unanimous vote, council moved that the nominations cease.

Mayor Mays declared Vicki Stidham appointed to the Norton Social Services Advisory Board to fill the unexpired term of Dorie Stidham whose term expires August 5, 2020.

Mayor Mays opened the floor for nominations to the Highway Safety Commission to fill the unexpired term of Fred McConnell whose term expires January 31, 2019.

Councilman Caruso nominated Steve McElroy to be appointed to fill the unexpired term.

Upon a motion by Councilman Fawbush, seconded by Councilman Fultz, and passed by unanimous vote, council moved that the nominations cease.

Mayor Mays declared Steve McElroy appointed to the Highway Safety Commission to fill the unexpired term of Fred McConnell whose term expires January 31, 2019.

In comments from the City Manager:

Mr. Ramey said he will be attending training in Roanoke at the time the September 18th council meeting. He asked council members to review their calendars and a decision can be made at the September 4th meeting on whether to cancel, reschedule or continue with the September 18th meeting, as scheduled.

He said the first High Knob Outdoor Festival was held in the Farmers' Market Building and he was pleased with the event. Mr. Ramey said the facility worked well for this type of festival and several outdoor recreation businesses and organizations participated.

Mr. Ramey said the AmeriCorps Team River 3 will arrive Wednesday, August 22nd, and will begin working on Thursday. He said to let him know if anyone wishes to sponsor the team for lunch.

He said copies of the August Retail Sales Tax Report have been placed at council's desk.

Mr. Ramey said several events are scheduled in September and October. He noted the Woodbooger Geocache is scheduled for Saturday, September 8th; the Woodbooger Festival is scheduled for Friday, October 5th and Saturday, October 6th; the High Knob Hellbender is scheduled Saturday, October 6th; and the Cloudsplitter 100 Ultra Trail Race is scheduled for Saturday, October 13th.

The following comments were made by council members:

Councilman Fultz said he is very supportive of outdoor activities and the Farmers' Market Building is a great venue for events.

He stated he is pleased that several outdoor events are scheduled for September and October which will generate additional revenue for the city.

He then commented he is pleased the city is one payment closer to retiring the school debt.

Councilman Caruso said Bengé's Revenge Bicycle Race is scheduled for Sunday, September 9th.

He said at council's next workshop he would like to discuss the cleanup plan he emailed to members.

He would like an update from the police department on crime within the city so council is aware of criminal activities in the community.

Councilman Fawbush said the 2018 Woodbooger Festival is a two-day event scheduled for Friday, October 5th, and Saturday, October 6th. He said on Friday several activities will be held in the Farmers' Market building and on Saturday the festival will conclude at the High Knob Recreation Area with games, a search for the Woodbooger, vending, and other activities.

He noted he has been invited to Bays Mountain Bigfoot Conference and the Friends of Southwest Virginia has asked the Woodbooger to set up a table at the Bristol Rhythm and Roots Reunion scheduled in September. He added he is looking for volunteers and donations for this year's Woodbooger Festival.

Mayor Mays applauded the work occurring downtown.

There being no further business to come before council, the meeting adjourned.

CITY OF NORTON, VIRGINIA

William Mays, Mayor

ATTEST:

Clerk of Council



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: August 31, 2018
Re: 2018 AmeriCorps Team

As you are already aware, we were recently notified that we were receiving another AmeriCorps team to assist us in expanding our trail system in the Flag Rock Recreation Area. The team arrived on Wednesday, August 22nd and we have invited the team to this Council meeting so that they can be formally introduced to City Council.

Thank You.



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: August 31, 2018
Re: 2018 Woodbooger Geo Trail

Last year the first Woodbooger Geo-Trail event was held in the Flag Rock Recreation Area and the event drew over 100 individuals from 10 states. The event organizers, Rick Watts and Treavor Calhoun, plan to provide City Council with an update on this year's event which is planned for Saturday, September 8th.

Thank You.

JGreat Entertainment
Jahmal Potter
526 Oak Avenue NW
Norton, Virginia 24273

Fred Ramey
City of Norton
PO Box 618
Norton, VA 24273

August 29, 2018

Mr. Ramey,

I am writing a children's book centered around the Woodbooger of Norton, VA. My plans are to have a series of books in search of the Woodbooger.

I plan to promote this series of books by visiting schools within a 50-100 mile radius of Norton and reading to school age children. This will also promote the area and build public awareness of our Woodbooger and tourism opportunities.

I understand the City of Norton owns the Service Mark "Woodbooger" and I would like permission to use the Woodbooger name. If the city grants me permission to use the name I will state in the book that the name WoodBooger was used with the "express written consent of the City of Norton."

I am also open to the City of Norton placing a graphic, logo or a free ad in the book.

I am available to present my project at the next City Council meeting.

Thank you for your consideration in this matter

Respectfully,



Jahmal Potter
757-567-2723
jpotter80@aim.com

City of Norton



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: August 31, 2018
Re: Disposition of Surplus Property

Earlier this year, the Norton Fire Department received grant funding from the Federal Emergency Management Agency Assistance to Firefighters regional grant that allowed the department to purchase twenty-four (24) Self-Contained Breathing Apparatus (SCBA) to replace units that replaced units that were 15 years old.

The Wise Fire Department has contacted the City about the possibility of acquiring the City's surplus units.

Thank You.

RESOLUTION AMENDING AUTHORIZATION OF
PUMP AND HAUL SEWAGE FACILITIES

WHEREAS, by Resolution adopted January 7, 2014, City Council established a Pump and Haul Sewer Program, and

WHEREAS, Section 7. of the Resolution provided for a permittee to post a cash bond or bank letter of credit in the amount of \$5,000.00 to secure the permittee's performance, and

WHEREAS, City Council wishes to provide greater flexibility for permittees by allowing the permittee to make a refundable cash deposit in the place and stead of a letter of credit or cash bond,

NOW, THEREFORE, be it RESOLVED as follows:

1. That Section 7. of Council's January 14, 2014 Resolution be, and it is hereby, repealed in its entirety.

2. That Section 7. of Council's January 14, 2014 Resolution be, and it is hereby,

RESTATED to read as follows:

Section 7. Security for Performance

The permittee shall construct and operate the permanent pump and haul sewage system in conjunction with all State Health Department regulations and shall indemnify, defend and hold the City harmless from all actions, demands or claims connected with the construction and operation of the system. The permittee shall post a cash bond, bank letter of credit or refundable cash deposit in the amount of \$5,000 for the purpose of insuring continuation of the pump and haul operation for a six month period and to assure the City of its proper removal in the event the storage facility is abandoned upon the termination of the City's permission for the facility or the pump and haul operation. Such bond, letter of credit, or cash deposit shall be forfeited if the owner ceases to continue the pump and haul operation pursuant to Health Department regulations and/or said agreement. Forfeiture of the bond, letter of credit or cash deposit shall not relieve the owner of complying with all legal requirements set forth in state and City regulations.

3. That except as amended hereby, the January 14, 2014 Resolution shall continue in full force and effect.

CITY OF NORTON, VIRGINIA

MAYOR

ATTEST:

Clerk

A RESOLUTION OF THE CITY OF NORTON, VIRGINIA
AUTHORIZING PUMP AND HAUL
SEWAGE FACILITIES

WHEREAS the following is a Resolution to establish a Pump and Haul Sewer Program in the City of Norton, Virginia and to set criteria for issuance of permits:

IT IS HEREBY RESOLVED:

Section 1. Title.

This resolution shall be known as the "Pump and Haul Sewer Resolution."

Section 2. Approval According to Criteria.

Pump and haul sewer permits may be approved by the Council of the City of Norton pursuant to criteria set forth herein.

Section 3. Precondition to Permit Application.

A permit may be considered only if the applicant first produces evidence that the Wise County/City of Norton Health Department has rejected an application for a traditional subsurface septic tank and drainfield and/or all of the approved alternative on-site sewage handling systems, and that it is not economically feasible to connect with an approved central sewage disposal system. It shall be deemed economically infeasible for a building to be connected with an approved central sewage disposal system when the nearest public sewer line is more than 300 feet from the property line or when a railroad or river crossing would be required.

Section 4. Domestic Sewage Only to be Handled.

Only domestic strength sewage may be handled by the pump and haul system. No commercial, restaurant or industrial process wastes shall be permitted.

Section 5. Maximum Capacity.

The maximum capacity of the holding tank(s) shall be three thousand (3,000) gallons.

Section 6. Evidence of Agreement With Contract Hauler Required.

The applicant (property owner) shall provide copies of an agreement to pump and haul the sewage with a contract hauler holding a sewage handling permit and a letter of acceptance from the C-N-W Regional Waste Water Authority. The system shall be pumped a minimum of one time each year. The property owner shall maintain a log with information including the date the tank was pumped, the quantity pumped, who pumped the tank(s), and noting any alarm events. In addition, the property owner shall provide the City with a copy of the log along with a copy of the paid invoice(s) from the contract hauler so that the City is assured that the system is being pumped regularly. Failure to provide such an invoice, or a letter of explanation within any twelve (12) month period, shall be taken as evidence that the owner has ceased to continue the pump and haul operation and shall result in the revocation of the pump and haul permit.

Section 7. Bond

The permittee shall construct and operate the permanent pump and haul sewage system in conjunction with all State Health Department regulations and shall indemnify, defend and hold the City harmless from all actions, demands or claims connected with the construction and operation of the system. The permittee shall post a cash bond or bank letter of credit in the amount of \$5,000, for the purpose of insuring continuation of the pump and haul operation for a six month period and to assure the City of its proper removal in the event the storage facility is abandoned upon the termination of the City's permission for the facility or the pump and haul operation. Such bond shall be forfeited if the owner ceases to continue the pump and haul operation pursuant to Health Department regulations and/or said agreement. Forfeiture of the bond shall not relieve the owner of complying with all legal requirements set forth in state and City regulations.

Section 8. Insurance.

The hauler of the sewage shall carry a minimum of \$500,000 in commercial general liability insurance covering the services provided in the pumping, hauling, and delivery of the sewage, with the City as an additional named insured. The permittee (property owner) shall carry homeowner's insurance, hazard insurance, or commercial general liability in the minimum amount of \$50,000 or the owner's current level of coverage, whichever is greater, specifically covering the sewerage storage facility provided for herein including for leakage/spills therefrom, with the City as an additional insured.

Section 9. Alarm Service.

The pump and haul storage facility, in addition to being constructed pursuant to State Health Department regulations, shall be equipped with an audiovisual alarm that shall be activated when said storage facility is seventy-five percent (75%) full. Said alarm system shall be installed and operated so as to provide audiovisual notice at the storage facility and a location which is manned twenty-four (24) hours per day (alarm service). The alarm service must notify the property owner and City of any sounding of the alarm.

Section 10. Up to Two-Year Approval and Renewal.

An initial pump and haul permit application shall be brought before the City Council for consideration. The City Council may grant approval for a period of up to two (2) years, however, any permit issued under this resolution shall expire six months following the availability of an economically feasible connection to a public sewer line within 300 feet from the permit holder's property line.

Renewal of the permit for additional two-year periods may be approved by the City Manager, provided that the owner provides acceptable evidence that the pump and haul system has been properly operated and maintained over the preceding two (2) years.

Section 11. Transfer of Approved System to New Owner.

A. This permit is non-transferrable. However, if a property that contains an approved pump and haul system is to be sold, the City Manager and the Health Department may approve the transfer of such system to the new owner subject to the following requirements:

1. The property must continue to meet the eligibility criteria for pump and haul systems contained in Sections 2 through 6 of this ordinance.
2. The current owner must provide acceptable evidence that the pump and haul system has been properly operated and maintained over the preceding two years, or for such time as it has been owned if less than two years.
3. The Wise County/City of Norton Health Department shall inspect the Existing installed pump and haul system and certify that it is currently in proper working condition and that the alarm system is functioning properly.
4. The proposed new owner must complete and sign all agreements in the pump and haul application package, and such agreements must be approved prior to transfer of the property.
5. The proposed new owner shall post the bond required by Section 7 and produce the insurance coverage required by Section 8 of this resolution.

- B. The City Manager and the Mayor of the City Council are authorized to sign the agreements necessary to put the transfer of the system into effect once all of the above criteria are met.

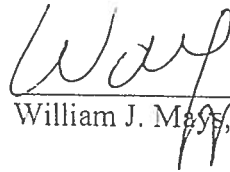
Section 12. Fees

A fee of \$500 shall be paid prior to the issuance of the initial two year Pump and Haul Permit and a fee of \$300 shall be paid prior to renewal of each successive two year permit. These fees may be changed by action of City Council.

THIS RESOLUTION SHALL TAKE EFFECT UPON THE REVIEW AND APPROVAL BY THE WISE COUNTY/CITY OF NORTON HEALTH DEPARTMENT.

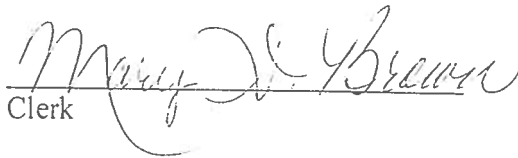
ADOPTED THIS 7th DAY OF JANUARY, 2014.

CITY OF NORTON, VIRGINIA



William J. May, Mayor

ATTEST:



Clerk



**CITY OF NORTON
PUMP AND HAUL PERMIT APPLICATION**

Applicant's Name _____

Applicant's Address _____

Applicant's Telephone Number _____

Location of Property to be Permitted _____

The applicant understands that the following conditions must be met with proper documentation within six (6) months of issuance of Pump and Haul Permit or the permit shall be void:

1. Written evidence that the Wise County/City of Norton Health Department has rejected an application for a traditional subsurface tank and drainfield and/or all of the approved on-site sewerage handling systems and that it is not economically feasible to connect with an approved central sewerage disposal system.

☐ Copy of Rejection Letter is Attached

2. Applicant assures that the permit is sought for domestic strength type sewerage – no commercial, restaurant or industrial processes.
3. Documentation confirming that the maximum capacity of the pump and haul system is 3,000 gallons.
4. Applicant must enter into an agreement with a contract hauler who holds a sewerage handling permit and a letter of acceptance from the operator of a certified sewerage treatment plant. The following documents are required to be submitted to the City:

- ☐ Agreement between Permittee and contract hauler is attached.
- ☐ Contract hauler's sewerage hauling permit is current and attached.
- ☐ Contract hauler's letter of acceptance from a certified sewerage treatment plant is attached.

5. Applicant agrees to provide the City with a copy of a pumping log and the paid invoices from the contract hauler and failure to provide such an invoice or letter of explanation within two months of pumping will be taken as evidence that the owner has ceased operation and permit will be revoked. Applicant agrees to have the system pumped at a minimum of one time per year.

6. Applicant agrees to (1) To construct and operate the permanent pump and haul system pursuant to all State Health Department regulations and (2) Holds the City harmless for any and all actions relevant to the construction and operation of the pump and haul system.
7. Applicant is required to post a cash bond or bank letter of credit in the amount of \$5,000, with surety approved by the City to insure continuation of the pump and haul operation for a six-month period and to assure the county of its proper removal in the event the storage facility is abandoned upon the termination of the city's permission for the facility or the pump and haul operation. Such bond shall be forfeited if the owner ceases to continue the pump and haul operation pursuant to Health Department regulations and/or said agreement. Forfeiture of the bond shall not relieve the permittee of complying with all legal requirements set forth in State and City regulations.
8. Applicant is required to provide documentation that the sewerage hauler carries a minimum of \$500,000 in commercial general liability insurance covering the services provided in the pumping, hauling, and delivery of the sewerage, with the City named as an additional named insured.
9. Provide documentation that the permittee has homeowner's insurance, hazard insurance, or commercial general liability in the minimum amount of \$50,000 or the owner's current level of coverage, whichever is greater, specifically covering the sewerage storage facility provided for herein, including leakage/spills therefrom, with the City named as an additional insured.
10. Documentation that an alarm system is installed on the pump and haul storage facility that:
 1. Has an audiovisual alarm when the facility is 75 percent full.
 2. Is installed and operated so as to provide audiovisual notice at the storage facility.
 3. Is installed and operated so as to provide notice at a location that is manned 24 hours per day (alarm service).
 4. The alarm service will notify both the Permittee and City of any sounding of the alarm.
11. Applicant agrees that when an approved central sewerage disposal system with a public sewer line becomes available and it is economically feasible to do so (as defined in the City Pump and Haul Resolution), the Permit shall connect to the public sewer line rather than continue with the pump and haul system.
12. Applicant agrees that if the City Council grants permission to operate the pump and haul, the permit shall be granted for up to 2 years and that the permit expires 6 months following the availability of connecting to a public sewer line within 300 feet of the permit holder's property line.

13. The Applicant understands that at the end of the initial 2 years, the permit may be extended for an additional two year periods by the City Manager provided that the Permittee provides acceptable evidence that the pump and haul system has been properly operated and maintained over the preceding two years.
14. Should the property be sold, the Applicant understands that he/she must contact the City Manager for approval of transfer of such system to the new owner, subject to the following requirements:
 1. The property must continue to meet the eligibility criteria for pump and haul systems contained in Sections 2 through 6 of this ordinance.
 2. The current owner must provide acceptable evidence that the pump and haul system has been properly operated and maintained over the preceding two years, or for such time as it has been owned if less than two years.
 3. The Wise County/City of Norton Health Department shall inspect the Existing installed pump and haul system and certify that it is currently in proper working condition and that the alarm system is functioning properly.
 4. The proposed new owner must complete and sign all agreements in the pump and haul application package, and such agreements must be approved prior to transfer of the property.
 5. The proposed new owner shall post the bond required by Section 7 and produce the insurance coverage required by Section 8 of this resolution.
15. Applicant agrees to pay a fee in the amount of \$500.00 for the initial two year permit period and \$300.00 per each each two year renewal period thereafter if the extensions have been approved by the City Manager.

I have read and agree to the provisions of the City of Norton's Pump and Haul Regulations.

Applicant



Pump and Haul Permit City of Norton, Virginia

This is to certify that _____ (Permittee) of
 _____ (Name or location of Property) has met all
 of the City requirements to be awarded a Permit for a Pump and Haul Facility at said
 property. The Two Year Permit will begin on _____ and expire on
 _____.

Next steps of action:

- City will apply to the local Health Department for a Storage Facility Construction Permit and Property Owner is responsible for any Health Department permitting fees.
- The Property Owner will construct the facility to Health Department requirements.
- The Health Department approval with the inspection of the construction and any conditions placed on the operation by the Health Department should be forwarded to the City Manager prior to the pump and haul service commencing operation.

Agreed to by :

_____, City Manager _____ Date

_____, Permittee _____ Date

Witness:

City of Norton, Virginia

Legend

- City Boundary
- Parcel Boundaries
- Section Boundaries
- Block Boundaries
- Roads (12,000)
- US Highway Primary
- State Highway Primary
- Secondary
- Roads (12,000)
- US Highway Primary
- State Highway Primary
- Secondary
- Site Addresses
- Railroads



Title: City Owned and NCS Occupied Property

Date: 8/29/2018

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Norton is not responsible for its accuracy or how current it may be.

PLAYGROUND LEASE

This is a Playground Lease ("Lease") made and entered into effective September 1, 2015, by and between the CITY OF NORTON, VIRGINIA, a political subdivision of the Commonwealth of Virginia, ("Lessor") whose address is P. O. Box 618, Norton, Virginia 24273 and NORTON CITY SCHOOLS, a political subdivision of the Commonwealth of Virginia, ("Lessee") whose address is 22 Tenth Street, NW, Norton, Virginia 24273.

In consideration of the mutual promises contained herein, the parties have agreed as follows:

1. Offer and Acceptance. Lessor leases to Lessee, and Lessee hires from Lessor, the right to occupy and use the premises described herein. subject to the terms and conditions contained in this Lease.
2. Leased Premises. The real property covered by this Lease is shown on Norton City Tax Map as PIN 436-242-BO, excepting therefrom the Community Center Building and appurtenances located thereon.
3. Term. The term of this Lease shall be for a period of forty (40) years from the effective date hereof, provided that either party may terminate this Lease on the next anniversary of the effective date by giving written notice to the other not less than ninety (90) days prior to the next anniversary of the effective date ("Termination Date").
4. Rental. As rent for the premises, Lessor shall pay Lessee the sum of One Dollar (\$1.00) per year payable in advance. The first payment shall be made upon execution of this Lease. the receipt of which is hereby acknowledged. Further payments shall be made on or before the then upcoming anniversary of the effective date.
5. Use of Property. The Leased Premises may be used by the Lessee for the purposes of

constructing, maintaining and operating a playground for the Norton Elementary and Middle School Complex and such other incidental uses not inconsistent therewith.

6. Improvements. Lessee may construct such improvements on the Leased Premises as are normally associated with playground uses. At the expiration or earlier termination of this Lease, Lessor shall have the option to notify Lessee to either remove any improvements from the Leased Premises or transfer ownership of any or all the improvements as the Lessor may elect.

7. Compliance with Laws. The Lessee shall comply with all state, federal and local laws, rules and regulations in connection with its use of the Leased Premises, including but not limited to safety regulations promulgated by any governmental authority with jurisdiction and construction standards promulgated by any governmental body having jurisdiction.

8. Insurance. Lessee shall at all times maintain liability insurance in full force and effect with combined limits of not less than Three Million Dollars (\$3,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Lessee shall cause certificates of coverage to be delivered to Lessor, and Lessor shall be named as an additional insured on all such policy certificates. The certificates shall provide that no reduction in policy limits shall be effective unless Lessor shall have been notified not less than thirty (30) days prior to such change in coverage. In the event Lessee fails to comply with the requirements of this paragraph, Lessor may terminate this Lease on one (1) business day notice.

9. Notices. Any notice required by this Lease shall be effective when delivered by first-class mail, postage prepaid to the parties at the address set forth below:

If to Lessor:

City of Norton
Atn: City Manager
P. O. Box 618
Norton, VA 24273

If to Lessee:

Norton City Schools
Atn: Superintendant
22 Tenth Street, NW
Norton, VA 24273

10. No Assignment. The Lease may not be assigned, set over or subleased by the Lessee to any other party or parties without the prior written consent of Lessor, which may be withheld for any reason.

11. Miscellaneous. This Lease will be governed by and construed in accordance with the laws of the Commonwealth of Virginia. No amendment to this Lease will be effective unless in writing signed by the parties. This Lease contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous discussions, negotiations or agreements between them.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly-authorized representatives effective on the date first above written.

LESSOR:

CITY OF NORTON, VIRGINIA

By: _____

ATTEST: _____
Clerk

LESSEE:

NORTON CITY SCHOOLS

By: _____

WITNESS: _____



PROCLAMATION

Whereas, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routines while also forming healthy habits that can last a lifetime; and

Whereas, regular physical activity helps children build strong bones, muscles and joints, and it decreases the risk of obesity; and

Whereas, driving students to school by private vehicle contributes to traffic congestion and air pollution; and

Whereas, in the United States, International Walk to School Day is expected to include more than 5,000 events across all 50 states; and

Whereas, Norton Elementary and Middle School plans to join children and adults across the United States and 40 countries around the world in the 2018 International Walk to School Day.

Now Therefore, Be It Resolved that the Norton City Council hereby proclaims Friday, September 14, 2018, "International Walk to School Day" in the City of Norton and encourages everyone to consider the safety and health of children today and everyday.

ADOPTED this 4th day of September, 2018.

CITY OF NORTON, VIRGINIA

William Mays, Mayor

ATTEST:

City Clerk



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: August 31, 2018
Re: September 18th City Council Meeting

I will be in a VDOT workshop from Monday, September 17th through Wednesday, September 19th and will be unable to attend the next regular scheduled City Council meeting. At this meeting I would like to discuss with City Council our options regarding our regular meeting.

Thank You.

147285

INV. DATE	INVOICE#	G/L ACCT.#	GROSS AMOUNT	DISC. AMOUNT	NET AMOUNT
5/25/2018	STM 06/25	40-010-41020-8003123.007.12		.00	123,007.12

7/11/2018	8723	147285	123,007.12	.00	123,007.12
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147285

CITY OF NORTON
GENERAL OPERATING FUND
 NORTON, VA 24273

THE FIRST BANK & TRUST
 NORTON, VA

68-446514
 147285 10

123 THOUSAND 007 DOLLARS 12 CENTS

PAY TO THE ORDER OF:

BBAT GOVERNMENTAL FINANCE
 PAYMENT PROCESSING
 P.O. BOX 580060
 CHARLOTTE NC 282580060

DATE

7/11/2018

AMOUNT

\$123007.12

[Signature]
 AUTHORIZED SIGNATURE

MP

Details on Back.

Security Features Included